**Plumbers Local Union No. 519 (Sam Bloom Plumbing Inc.) *and* Aryeh-Robert Mandel.** Case 12–CB–3338

March 24, 1992

## DECISION AND ORDER

BY CHAIRMAN STEPHENS AND MEMBERS DEVANEY AND RAUDABAUGH

On October 18, 1991, Administrative Law Judge Richard J. Linton issued the attached decision. The Respondent Union filed exceptions and a supporting brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and record in light of the exceptions and brief and has decided to affirm the judge's rulings, findings, and conclusions[1] and to adopt the recommended Order.

## ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Plumbers Local Union No. 519, its officers, agents, and representatives, shall take the action set forth in the Order.

[1] In a recent decision, *Plumbers Local 38 (Mechanical Contractors Assn.)*, 306 NLRB No. 97 (Feb. 28, 1992), involving, among other things, certain hiring hall rule changes which were unlawful only insofar as the union failed to give adequate notice to hiring hall registrants, the Board differentiated between, on the one hand, a rule change as to which notice of the change would make it possible for registrants to take steps to protect themselves from adverse consequences of the change and, on the other, in which this would not be possible because avoiding consequences of the changes was solely in the hands of individuals or entities other than the registrants. Id., slip op. at 4–6. As to the former category of change, the Board, citing *Plumbers Local 230*, 293 NLRB 315 (1989), noted that it was appropriate to find violations regarding implementation, as well as failure to give notice. Id. at 316. As to the latter category, the Board found only a notice violation and limited the remedy to an order to cease and desist from failing to give notice of hiring hall rule changes. Id. at 316.

In adopting the conclusion that the Respondent in the present case violated Sec. 8(b)(1)(A) and (2) not only by its failure to give adequate notice of the new rule governing ''strikes'' of names on the out-of-work list but also by its implementation of that rule, we are acting consistently with *Mechanical Contractors*. A hiring hall user who knew of the rule change regarding strikes would be aware, for example, that if he had incurred two contractor rejections since coming to the top of the list, he would then lose his place on the referral list simply by one instance of failure to be present in the hiring hall when his name was called or refusal to accept a job with a pay rate of $15 per hour or more. Thus, lack of notice alone could have real, adverse consequences on the job opportunities of hiring hall users.

*George S. Aude, Esq.*, for the General Counsel.
*Joseph H. Kaplan, Esq. (Kaplan & Bloom)*, of Miami, Florida, for Plumbers Local 519.

## DECISION

### STATEMENT OF THE CASE

RICHARD J. LINTON, Administrative Law Judge. The question here is whether a December 12, 1989 modification in the Union's exclusive hiring hall procedure, and the implementation of that change, were unlawfully made because of untimely and inadequate notice to the membership and to users of the hiring hall. Although some members learned of the change within a few days, and still others at a general membership meeting over a month later, the Union did not notify its members and all hiring hall users in advance of the effective date of the change. Finding that a significant change was made without advance notice to the Union's membership and other hiring hall users, I order Plumbers Local 519 to rescind its change, make whole, with interest, Charging Party Mandel and any other discriminatees (names of any to be determined at the compliance stage), and to maintain and operate the exclusive job referral system in a nonarbitrary, noncapricious, and nondiscriminatory manner.

I presided at this hearing in Miami, Florida, on July 22 and 23, 1991, pursuant to the September 27, 1990 complaint issued by the General Counsel of the National Labor Relations Board through the Regional Director for Region 12 of the Board. The complaint is based on a charge filed February 12, 1990, by Aryeh-Robert Mandel against Plumbers Local Union No. 519 (Union, Local 519, or Respondent). The time framed by the immediate events in this case are December 1989 to February 1990, and all dates refer to that period unless otherwise indicated.

In the complaint the General Counsel alleges that Local 519, as a consequence of the December 12, 1989 change in its hiring hall procedure, has violated Section 8(b)(1)(A) and (2) of the Act by causing and attempting to cause employers to discriminate against Charging Party Mandel and other employee-users of the exclusive hiring hall and referral system.

By its answer Respondent Local 519 admits the exclusive hiring hall allegation, but denies violating the Act.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel (counsel included a proposed order) and Local 519, I make the following

### FINDINGS OF FACT

#### I. JURISDICTION

Sam Bloom Plumbing Inc. is a Florida corporation with an office and place of business in Miami, Florida. Bloom is engaged as a plumbing contractor in the building and construction industry. During the past 12 months, Bloom purchased and received at its Miami facility goods valued at $50,000 or more directly from points outside Florida. Respondent admits, and I find, that Bloom is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. Respondent Local 519 also admits and I find that it is a labor organization within the meaning of Section 2(5) of the Act.

#### II. THE ALLEGED UNFAIR LABOR PRACTICES

##### A. *The Allegations*

Complaint paragraph 7 reads:

> On or about December 12, 1989, Respondent changed the operating procedures and rules of its exclusive hiring hall and referral system in a discriminatory or arbitrary manner by implementing a new rule, which provides that if an employee-user of the hiring hall and referral system is rejected by an employer, such rejection would count as a mark towards rotation of the employee to the bottom of the referral list, and by failing to timely and fully inform all employee-users of said hiring hall and referral system of such significant change.

Although the Union denies complaint paragraph 7, as we see in a moment the Union did change its procedure by adding employer rejection as a new source for a mark or strike that, after three strikes, rotates an employee's name to the bottom of the out-of-work list (OWL). The next allegation, paragraph 8, reads:

> Since or or about December 12, 1989, Respondent, as a consequence of its acts and conduct described above in paragraph 7, has caused and attempted to cause employers to discriminate against the Charging Party and other employee-users of its hiring hall and referral system by discriminatorily failing and refusing to refer them to employers pursuant to the operation of its exclusive hiring hall and referral system.

Complaint paragraph 7 is not alleged as a violation of the Act. Complaint paragraph 9 alleges that Local 519 violated Section 8(b)(2) of the Act by the conduct described in paragraphs ''8 and 9.'' A pleading error is apparent, for paragraph 9 would not refer to paragraph 9. Presumably the intention was to refer to the two preceding paragraphs, 7 and 8. In short, by an apparent pleading error, paragraph 7 is not picked up in the paragraph making the conclusory allegation of which conduct constitutes a violation of Section 8(b)(2). Paragraph 10, also omitting reference to paragraph 7, alleges that Local 519 violated Section 8(b)(1)(A) of the Act by the conduct described in paragraphs ''8 and 9.'' In other words, the change alleged in paragraph 7 is not alleged as a violation of the Act. What is alleged as a violation of the Act is the causing of employers to discriminate against Mandel and other hiring hall users by discriminatorily failing and refusing to refer them ''pursuant to the operation of its exclusive hiring hall and referral system.''

Despite the pleading error, it is clear that complaint paragraph 7 was litigated. At the hearing the General Counsel stated that the Government was proceeding on the basis the only matter to be litigated was the change in the hiring hall procedure, and that no evidence would be offered on jobs lost because that would be a compliance matter flowing from a finding that the change was unlawful. A different aspect of this position is that the Government is not attacking the Union's motive or reasons for its procedural change, but only the fact that the change, under Board law, was improperly made. Discriminatory impact, argues the General Counsel, occurs when a mark or strike is added under the new procedure, for the additional strike can result in the employee's being rotated to the bottom of the OWL. Whether the adversely impacted employee suffered any monetary loss—by not being referred to jobs—is a compliance matter (2:126–134).[1]

Local 519 attempted to introduce evidence to show that even if there were a presumption of adverse impact from the change, in fact Charging Party Mandel suffered no adverse impact because employers will not hire Mandel because they believe he is an incompetent plumber. I sustained the General Counsel's objection that, on the basis the Government was proceeding, evidence on that point is a compliance matter. (2:130–135.)

Charging Party Mandel, a member of Local 519 since 1972, has been a licensed journeyman plumber since 1975. He has been a recording secretary for the Union (1981–1982), and at about the same time he was on the Union's bylaws committee. (1:24–26.) As for a reputation of incompetence, Mandel explains that it arises from the fact he vigorously defends his rights. In doing this in his early years he acquired a reputation of being a ''radical sonovabitch and a lousy journeyman.'' Mandel denies that he is incompetent, and asserts that certain evidence about that from Sam Bloom Plumbing actually pertains to a personality clash he had with a general foreman on a job. (1:35, 41–43, 60–67.) I do not resolve this issue of Mandel's employability and the Union's justification, if any, for the December 12 modification, for those topics were expressly excluded from litigation. (2:126–131.)

### B. *The Union's Exclusive Hiring Hall*

The pleadings establish that at all times material Local 519 and certain employers in the Miami, Florida area, including Sam Bloom Plumbing, have maintained an agreement designating the Union as ''the sole and exclusive source of referrals of employees.'' Under the terms (art. V, sec. 2) of the written collective bargaining agreement (CBA, or contract; G.C. Exh. 3 at 3), effective August 16, 1988, through August 15, 1990, the Union is to refer ''qualified, competent and experienced plumbers'' to signatory employers. (1:18–21.) Section 3 of the CBA requires the Union to maintain a hiring hall for the selection and dispatching of ''qualified, competent and experienced plumbers.'' (2:140.) The Union's bylaws (G.C. Exh. 2 at 32, art. VI sec. 1.B) provide that all terms of the CBA concerning the hiring hall ''are incorporated in these rules by reference.'' (1:141.)

At the relevant time (December 1989 to February 1990) the Union had some 500 active members classified as master plumbers, journeymen, apprentices, and helpers. (2:152.) Three OWLs are used, one for journeymen and one each for apprentices and preapprentices. (1:27; 2:152.) During this period about 100 employees, mostly journeymen, were using the OWLs. (1:29; 2:172–173.) In these months approximately 50 employers were signatory to the CBA, but only about 6 were calling the hiring hall for employees. (2:152, 201–202.)

John Lindstrom, the Union's business manager, testified that the numbers are different as of July 1991 (when he testified) with about 150 plumbers on the OWLs, active members down to some 325, and fewer than 200 members working in the Miami area compared to 10 years earlier when the Union had 900 members working there. Even Howard Armel, a wit-

[1] References to the two-volume transcript of testimony are by volume and page. Exhibits are designated G.C. Exh. for the General Counsel's. Respondent Local 519 offered no exhibits.

ness here and the business agent who ran the Union's hiring hall (2:136), was laid off July 1, 1991, until the Union has 200 members working for 3 months or more. The problems, Lindstrom testified, began in the early 1970s when the Union began losing its share of the market. Economic conditions have contributed to the problems because, while the country has been in a recession, the construction industry has been in a depression. The Union now has more difficulty finding jobs for users of the hiring hall. Quality and competence of the plumbers are more important now than in past years. When work was plentiful quality was less critical. But now, work is scarce, and employers demand competence and quality. (2:193–197.)

The hiring hall's written rotation rule, a bit ambiguous, appears as subparagraph L (G.C. Exh. 2 at 34, art. VI sec.1) as follows (1:28; 2:139, 144, 191):

> If an employee is not present when his name is called, or refuses a $15.00 per hour or more job for (3) consecutive times, he will rotate to the bottom of the list.

Despite the literal language of subparagraph L, the witnesses agree that any absence or any $15 refusing will generate one mark. Moreover, the marks apparently accumulate indefinitely until three are reached, and do not have to be consecutive. That is, marks can be generated between job stints. These deficiencies (not present; refusing) are recorded on the OWL in the form of a mark by the person's name. The mark is commonly referred to as a ''strike.'' The witnesses describe subparagraph L as the three-strike rule. Under that rule a registrant on the OWL is not rotated to the bottom of the OWL until his name accumulates three strikes. (1:28, 57; 2:145.) Howard Armel, the Union's business agent until his July 1, 1991 layoff, testified that the Union is comfortable with the three-strike rule. (2:144.)

There is some confusion in the record about the referral procedure before December 12, 1989, concerning when an employer stated that he did not want the specific plumber who had reached the top of his OWL. Charging Party Mandel suggests that the Union simply bypassed the employee and went to the next name. (1:72.) Armel clearly states that there was no bypassing, that the contractor had to take the top person or no one because the Union had no procedure authorizing the top name to be bypassed. (2:138, 158, 162–163.) Regardless of the historical truth on that point, all agree that the plumber did not lose his place at the top of the OWL if he was rejected by an employer. Indeed, as we are about to see, before December 12 a rejection did not even result in a strike being placed by the plumber's name.

### C. *The Change in Hiring Hall Procedure*

It is undisputed that as of December 12, 1989, Charging Party Mandel had reached the top of the OWL for journeymen. Armel testified that as of December 12 the Union had one letter from an employer, and calls from other employers, asserting that Mandel is not eligible for rehire with their firms. This dissatisfaction with Mandel by employers resulted in stagnation (or a perception of such) of the OWL, Armel testified. (2:138, 163.) A December 5, 1989 letter (G.C. Exh. 5a) is in evidence from Jerome Nagelbush, Inc., by Vice President Richard A. Smith, a plumbing contractor, asserting that Mandel, rejected on December 4, is not eligible for rehire at the firm. (1:90, 94.) No reasons or specifics are given for the rejection or branding as not eligible for rehire.

The evening of December 12 Armel went before the Union's executive board and explained that Mandel's presence at the top of the OWL would stagnate the list because employers would not hire him. Calling attention to the Union's obligation under the CBA to send qualified and competent mechanics, Armel proposed that the executive board adopt a procedure enabling the business agent to implement the CBA's requirement. (1:137–138, 163.) Union member Lorenzo Mixon recalls that it was Business Manager Lindstrom who proposed the procedural change of adding a strike by a name if an employer rejected the plumber being referred. Mixon asserts that Lindstrom stated he was tired of Mandel's stagnating the list. (1:77–79, 85–88.) I need not resolve that discrepancy because it is undisputed that the Union's executive board adopted the suggestion, whoever made it. There also is no dispute that the Union gave no advance notice to its membership, and to all hiring hall users, that the proposed change would be presented to the executive board the evening of December 12. Moreover, rather than delaying the effective date until after the next general membership meeting, and giving interim notice, the Union implemented the new change the very next morning, December 13.

As Armel describes, beginning the morning of December 13, 1989, a third cause for strikes was added to the Union's procedure—employer letters that a plumber is not eligible for rehire. [Apparently the employer need not state that the reason is dissatisfaction with job performance. Instead, the new rule puts a plumber at risk over personality conflicts, politics, race, sex, religion, or any number of invidious reasons.] Before December 12 such a rejection would not result in a mark. After December 12 an employer's rejection would result in a strike placed by the employee's name. The rule and practice of three strikes causing rotation of the person's name to the bottom of the OWL was not modified. (2:144, 155–158, 162–163.)

Contending that this change is not a change in the Union's bylaws, Armel concedes that there is a difference, a change, or a new procedure. (2:160, 164, 166.) This new procedure is not in writing. (2:166.) It is not described in the minutes of the executive board's December 12 meeting (2:171), but is briefly described in the minutes of the January 9, 1990 executive board meeting. (G.C. Exh. 4 at 2.) The December 12 and January 9 minutes were read at the regular January membership meeting (fourth Thursday, being January 25; 2:219) and, Lindstrom testified, discussed. (2:176–177, 183–185, 186–188, 198.) Lindstrom concedes that the additional strike procedure was not itself put to a vote at the January 25 general membership meeting. (2:199.) Attendance at general membership meetings ranges from a low of about 60 to a high of about 100, with the usual number being around 75. (2:178, 221.)

Armel testified that as of December 12 Mandel had only one strike by his name on the OWL and did not receive the third until December 26. (2:146–149.) The second strike apparently came the morning of December 13 when, Armel testified, he bypassed Mandel (under the new procedure) because the employer calling was one who had declared Mandel ineligible for rehire. (2:145–146.)

There is some dispute as to when Armel told Mandel, and others within hearing, of the new source of strikes, and

whether Mandel was rotated to the bottom of the list on December 13 or December 26. I need not resolve the matter beyond finding that it was no later than December 26, the date Armel gives (2:149), for it is undisputed that the Union did not give any advance notice of the effective date, much less follow the resolution, notice, and voting procedure of its bylaws for amending the hiring hall rules. Because the Union was not trying to amend the bylaws, union officials testified, the Union did not follow the procedure of resolution, notice, and voting required before bylaws may be amended. (2:143, 159, 164, 191, 225–226.)

Business Manager Lindstrom testified that in about early March 1990 the Union, as a small local union desirous of limiting any liability exposure it might have under Mandel's recently filed unfair labor practice charge, informally dropped the employer-letter source of strikes and returned to the procedure prevailing before the December 12 change. (2:203.) This reversion, informally made by Lindstrom, was not made officially until several months later at the executive board meeting of October 1990. The March 1990 reversion was noted in the minutes of the October executive board meeting and those minutes, Lindstrom testified, were read later that month at the general membership meeting. (2:217–221.) During March–October 1990 members apparently were not told of the reversion, but, Lindstrom testified, marks were not placed by the names of Mandel or others when an employer rejected them. (2:217–218.)

### D. *Analysis and Conclusions*

#### 1. Applicable law

The Board has held that any departure from established exclusive hiring hall procedures which results in a denial of employment to an applicant falls within that class of discrimination which inherently encourages union membership, breaches the duty of fair representation owed to all hiring hall users, and violates Section 8(b)(1)(A) and (2), unless the union demonstrates that its interference with employment was pursuant to a valid union-security clause or was necessary to the effective performance of its representative function. *Operating Engineers Local 406 (Ford, Bacon & Davis Construction)*, 262 NLRB 50, 51 (1982), enfd. 701 F.2d 504 (5th Cir. 1983).

In *Operating Engineers* the Board also held that the failure to give timely notice of a *significant* change in referral procedures was arbitrary and in breach of the union's duty to represent job applicants fairly by keeping them informed about matters critical to their employment status. Accordingly, the Board found that the respondent union further violated Section 8(b)(1)(A) by changing the 5-day referral rule without giving timely notice to all job applicants. Id.

#### 2. Discussion

Agreeing with the General Counsel, I find that Plumbers Local 519 violated Section 8(b)(1)(A) and (2) of the Act by (1) significantly modifying its hiring hall procedure without giving timely and adequate notice to all job applicants of the effective date of the change, and by (2) rotating Charging Party Mandel, and possibly others, to the bottom of the OWL as a consequence of applying the new procedure to Mandel and any others.

The Union argues that it was entitled to implement a procedure to comply with its obligations under the CBA, and that this was ''necessary to its effective performance of its representative function.'' First, the Union's obligations here are determined by the statute. Second, the Union's December 12 action was not legally ''necessary to its effective performance'' because there was no unforeseen emergency. The potential problems presented by Mandel's use of the hiring hall had been known by the Union for months, perhaps years. Third, there is no allegation nor case asserting that the Union had to amend its bylaws to satisfy its obligation under the statute. Amending the bylaws may be one solution, but it is not the only method of providing notice to all users of the hiring hall.

The Union also argues that it gave notice to perhaps a dozen users in mid to late December and to as many as 100 at the January 25 general membership meeting. Of course, all such persons learned after the effective date of the change, not before. Aside from that fatal defect, and assuming the highest total for the Union, the number of 112 or so falls far short of the 500 active members Local 512 then had. Any of the 500 could be laid off and then have a need to use the hiring hall. And those numbers do not count the users who are not union members.

Citing *Carpenters Local 720 (UMC of Louisiana) v. NLRB*, 798 F.2d 781 (5th Cir. 1986), Respondent Local 519 argues (Br. at 11–12) that a mere lack of notice does not constitute a violation here because the General Counsel failed to show that the rule resulted in a denial of employment to Mandel or any other hiring hall user. *Carpenters* is inapposite because that case turned on internal union discipline and the proviso to Section 8(b)(1)(A) of the Act. Our case is strictly employment opportunities; it has nothing to do with internal union membership rules or discipline.

Accordingly, I find that Plumbers Local 519 violated Section 8(b)(1)(A) of the Act on December 12, 1989, by significantly changing its hiring hall procedures without giving timely and adequate notice to all employee-users of the hiring hall and referral system. *Plumbers Local 230*, 293 NLRB 315 (1989); *Operating Engineers Local 406*, supra. I also find that Respondent Local 519 violated Section 8(b)(1)(A) and (2) of the Act about December 26, 1989, when, pursuant to the December 12 change, it rotated Aryeh-Robert Mandel to the bottom of the journeyman OWL because such rotation would adversely impact the employment opportunities of Mandel and others. *Plumbers Local 230; Carpenters Local 316 (Bay Counties Contractors)*, 291 NLRB 504 (1988); *Operating Engineers Local 406*. Whether Mandel or others actually lost work as a result of such rotation is a matter to be determined at the compliance stage. *Operating Engineers Local 406*, id. at fn. 5.

### CONCLUSION OF LAW

Respondent Plumbers Local Union 519 has engaged in unfair labor practices within the meaning of Section 8(b)(1)(A) and (2) and Section 2(6) and (7) of the Act.

### REMEDY

To the extent Respondent has not done so, it must rescind its December 12, 1989 rotation change in its hiring hall procedure. Notwithstanding notice to some hiring hall users, Re-

spondent Local 519 must adequately notify all those who use its hiring hall that the rule has been rescinded. Respondent must make whole, with interest, Aryeh-Robert Mandel, and any other hiring hall user who, as determined at the compliance stage, suffered a loss of work as a result of the Union's rotating him to the bottom of the OWL after December 12, 1989. The make-whole remedy shall be for any loss of earnings and other benefits suffered as a result of the unlawful rotation, computed on a quarterly basis from date of rotation to date of proper referral or referrals, less any net interim earnings, as prescribed in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), plus interest as computed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[2]

## ORDER

The Respondent, Plumbers Local Union No. 519, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Failing to timely and adequately notify job applicants of significant changes in hiring hall rules before the effective date of such changes.

(b) Enforcing the December 12, 1989 change in hiring hall procedure by which a mark, or ''strike,'' is placed by the name of the hiring hall registrant if an employer submits a letter stating that such registrant/job applicant is ineligible for rehire, with such mark counting toward rotation to the bottom of the out-of-work list (OWL) under the Union's three-strike rule.

(c) In any like or related manner restraining or coercing employees in the exercise of rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Restore Aryeh-Robert Mandel, plus any others similarly situated, to his proper place on the OWL, such place to be determined as if the December 12, 1989 change had not been made and implemented; make whole Aryeh-Robert Mandel, and any other discriminatees, for any loss of earnings and other benefits suffered as a result of the discrimination against him, in the manner set forth in the remedy section of the decision; and remove from its records any reference to the lower placements on the OWL.

(b) To the extent the Union has not done so, rescind the December 12, 1989 modification of the mark system by which change a mark or strike would be acquired if an employer submitted a letter stating that a named job applicant is no longer eligible for rehire.

(c) Maintain and operate the exclusive job referral system in a nonarbitrary, noncapricious, and nondiscriminatory manner.

(d) Preserve and, on request, make available to the Board or its agents for examination and copying, all hiring hall records, including the journeyman, apprentice, and preapprentice OWLs, dispatch lists, referral cards, payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(e) Post at its Miami, Florida hiring hall copies of the attached notice marked ''Appendix.''[3] Copies of the notice, on forms provided by the Regional Director for Region 12, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to members and other hiring hall users are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(f) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

[2] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[3] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading ''Posted by Order of the National Labor Relations Board'' shall read ''Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.''

## APPENDIX

### NOTICE TO EMPLOYEES
### POSTED BY ORDER OF THE
### NATIONAL LABOR RELATIONS BOARD
### An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT fail to timely and adequately notify you and all job applicants of changes in our hiring hall rules or procedures before the effective date of such changes.

WE WILL NOT enforce the December 12, 1989 change in hiring hall procedure by which a mark or ''strike'' is placed by the name of the hiring hall registrant/job applicant on the out-of-work list (OWL) if an employer submits a letter stating that such job applicant is ineligible for rehire, with such mark counting toward rotation to the bottom of the OWL under our three-strike rule.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL restore Aryeh-Robert Mandel, plus any others similarly situated, to his proper place on the OWL, such place to be determined as if the December 12, 1989 change had not been made and implemented.

WE WILL make whole, with interest, Aryeh-Robert Mandel, and any other discriminatees, for any loss of earnings and other benefits suffered as a result of our rotating him to the bottom of the OWL in December 1989 pursuant to the December 12, 1989 change in hiring hall procedure, and WE WILL remove from our records any reference to that unlawful rotation.

WE WILL, to the extent we have not done so, rescind the December 12, 1989 modification of the mark system by which change a mark or strike would be acquired if an em-

ployer submitted a letter stating that a named job applicant is no longer eligible for rehire.

WE WILL maintain and operate the exclusive job referral system in a nonarbitrary, noncapricious, and nondiscriminatory manner.

PLUMBERS LOCAL UNION NO. 519